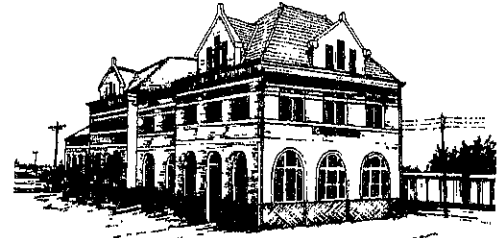


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Gabe Carroll
COUNCIL: Jocelyn Blazek, Rich Madison, Matt Levine, Brenda Lyell-Keate, Brian Davis, Ron Higgins, Terry Freeman
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Marc Elcock

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, May 18, 2021
6:00 p.m.
5/14/2021 2:06 PM

1. **Call Meeting to Order**
2. **Roll Call**
3. **Consideration of Agenda**
4. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** May 4, 2021 – Regular Meeting
 2. **Claims:** \$178,358.21
 3. **Liquor License Renewals:** Hy-Vee, Casey's #2422; Willey's Bar & Grill pending Certificate of Occupancy approval
 4. **Cigarette Permit Renewals:** Amyjo's House of Pain; Studio 101/QuikCash; Pokorny BP
 5. **Amusement Permits:** Hot Air Brewing Co, LLC; Creston Elks Lodge #605; Montgomery Street Pub; Sidetracked; Eagles; That Bar
 6. **Parade Permit:** 10,000 Crestonians' 4th of July Parade
5. **Public Forum** – *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. **No action can be taken.***
6. **New Business**
 1. **Resolution** to approve Fund Transfers of \$772,131.92
 2. **Public Hearing** regarding proposed plans, specifications, form of contract and estimated cost and directing publication of notice to bidders for the construction of the Reconstruct Runway 16-34 Project at the Creston Municipal Airport
 3. **Resolution** to approve plans, specifications, form of contract and estimated cost for the Construction of Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction at the Creston Municipal Airport for the City of Creston, Iowa
 4. **Resolution** to accept bid and authorize the Award of Contract, contingent upon the receipt and execution of Grant Agreement with the Federal Aviation Administration and approving an application for Federal Aviation Funding Assistance for the Construction of Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction at the Creston Municipal Airport for the City of Creston, Iowa

5. **Public Hearing** for the purpose of amending the current budget of the City of Creston for the Fiscal Year Ending June 30, 2021
6. **Resolution** to approve amending the current budget of the City of Creston for the Fiscal Year Ending June 30, 2021
7. **Appointment** with FEH to review future Public Works Building – Plans/Cost Estimate
8. **Resolution** to approve Pay Estimate #3 to Herberger Construction for \$81,194.45 for work completed on the Sycamore Street Bridge Replacement Project
9. **Discussion** on proposed bike lanes on Townline Street from Elm Street to Cherry Street
 - i) **Possible Action**
10. **Resolution** to set a Public Hearing on June 1, 2021, at 6:00 p.m. regarding the sale of City-owned property at 105 S Jarvis Street
11. **Resolution** to approve an Agreement between the City of Creston and the Iowa Electrical Examining Board, State of Iowa, to perform electrical inspections for the City of Creston
12. **Review and discussion** regarding decision of the Board of Adjustment allowing a variance to Bob & Tara Hower to construct a garage at requested location at 407 W Monroe Street
 - i) **Remand** decision concerning action by the Board for further review
13. **Resolution** to grant and convey to Southern Iowa Rural Water Association, an affirmative and perpetual easement for real estate owned by the City
14. **Discussion** regarding possible mottos for the City of Creston
 - i) **Possible Action**
15. **Resolution** to approve funding request by 10,000 Crestonians 4th of July Committee for \$5,500 to be paid from the Hotel-Motel Fund to help with expenses of the event held July 1 – July 4 and to promote tourism
16. **Motion** to approve requested street closures by 10,000 Crestonians for the 2021 10,000 Crestonians' 4th of July Celebration – Maple Street from Adams to Montgomery Streets, including alley at Maple, July 3 from 6 pm – July 4, 6 pm; Cherry Street from Montgomery to Howard and Mills from Pine to Cedar Streets July 4 from 10:30 am – 3:30 pm; Spillway Road from east end of dam to Adams Street, July 4 from 7 am – midnight; barricades by the caboose and barricades at the drive in McKinley Park for access to the Bandshell, July 4
17. **Motion** to approve Fireworks Permit requested by the 10,000 Crestonians for the 10,000 Crestonians' 4th of July Celebration, on July 4 from 9:30 pm – 10:00 pm
18. **Resolution** to accept The Wellmark Foundation Grant Agreement for the McKinley Park Aquatic Center – Phase I based on recommendation of the Park & Recreation Board

7. **Other**

8. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL MAY 4, 2021

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Carroll presiding.

Roll call being taken with the following Council members present: Higgins, Davis, Levine, Madison, Blazek and Freeman. Lyell-Keate was absent.

Madison moved seconded by Freeman to approve the agenda. All voted aye. Motion declared carried.

Davis moved seconded by Madison to approve the consent agenda, which included approval of minutes of April 20, 2021 – regular meeting; claims of \$261,973.77; board appointments of Michelle Crill to the Board of Adjustment with term expiring July 1, 2024. All voted aye. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Madison seconded by Higgins to approve Fund Transfers of \$33,081.52 and authorize the Mayor and Clerk to execute the proper documentation. Davis, Levine, Madison, Blazek, Freeman and Higgins voted aye. Resolution declared passed.

Mayor Carroll announced that now is the time for a public hearing regarding amending the City of Creston Code of Ordinances by adding a new Section 96.16 thereto entitled "Revocation of Discharge Permit/Termination of Service" relating to penalties for failure to comply with contract requirements. He asked if there was anyone wishing to speak in favor of adding the new section; no one did. He asked if there was any written correspondence in favor of adding the new section; there was none. He asked if there was anyone wishing to speak against adding the new section; no one did. He asked if there was any written correspondence against adding the new section; there was none. He then called the public hearing to a close.

Madison moved seconded by Freeman to Establish First Reading of Ordinance No. 21-199 – An ordinance amending the City of Creston Code of Ordinances by adding a new Section 96.16 thereto entitled "Revocation of Discharge Permit/Termination of Service" relating to penalties for failure to comply with contract requirements. Higgins, Davis, Levine, Madison, Blazek and Freeman voted aye. First Reading declared Established.

Freeman moved seconded by Madison to Waive the Second and Third Readings and Adopt Ordinance No. 21-199 – An ordinance amending the City of Creston Code of Ordinances by adding a new Section 96.16 thereto entitled "Revocation of Discharge Permit/Termination of Service" relating to penalties for failure to comply with contract requirements. Higgins, Davis, Levine, Madison, Blazek and Freeman voted aye. Second and Third Readings Waived and Adoption declared Established.

Wayne Pantini, UCDA, and on behalf of the Discover UC Committee, met with Council to discuss a proposed Bike/Pedestrian Lane on Townline Street. Currently there is "no parking" striping in place from the high school to Elm Street and this would just be an extension of that since there is no established trail along that area. Having the Bike/Pedestrian Lane(s) begin where the trailhead

comes south of the softball field to Townline Street and then go east to North Cherry Street would be ideal.

Public Works Director Greg Maggard will look at the proposed scenario and come back with suggestions and recommendations.

Levine moved seconded by Freeman to approve a Noise Permit for the Park & Recreation Board on June 19, 2021, from 7:00 p.m., and amending request to extend from midnight to 1:00 a.m., June 20, 2021. All voted aye. Motion declared carried.

A resolution was offered by Levine seconded by Davis to approve a Performance Contract with Tony's Productions for Party in the Park based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Madison, Blazek, Freeman, Higgins, Davis and Levine voted aye. Resolution declared passed.

A resolution was offered by Levine seconded by Freeman to approve a Contract with 667 Entertainment for Party in the Park based on recommendation of the Park & Recreation Board and authorize the Mayor and Clerk to execute the proper documentation. Higgins, Davis, Levine, Madison, Blazek and Freeman voted aye. Resolution declared passed.

A resolution was offered by Madison seconded by Freeman to set a Public Hearing on May 18, 2021, at 6:00 p.m. for the purpose of amending the current budget of the City of Creston for the Fiscal Year Ending June 30, 2021 and authorize the Mayor and Clerk to execute the proper documentation. Higgins, Davis, Levine, Madison, Blazek and Freeman voted aye. Resolution declared passed.

A resolution was offered by Madison seconded by Davis to approve Pay Application #14 to Cornerstone Commercial Contractors for \$49,010.69 for work completed on the CDBG Uptown Creston Façade Project and authorize the Mayor and Clerk to execute the proper documentation. Levine, Madison, Blazek, Freeman, Higgins and Davis voted aye. Resolution declared passed.

A resolution was offered by Madison seconded by Higgins to approve Drawdown #17 of \$24,503.00 for the CDBG Uptown Creston Façade Project and authorize the Mayor and Clerk to execute the proper documentation. Davis, Levine, Madison, Blazek, Freeman and Higgins voted aye. Resolution declared passed.

Madison moved seconded by Higgins to approve a temporary street closure request by the Southside Booster Club – Fremont Street from South Birch to South Vine Streets, Saturday, June 19, 2021, from 8:00 a.m. – 6:00 p.m., for the Rainbow Park Fundraiser – includes a car show, ice cream social and country music. All voted aye. Motion declared carried.

Under Other, Mayor Carroll said he had received comments back from all council members regarding the sidewalk ordinance and will compile the responses and meet with Public Works Director Greg Maggard to discuss.

Councilmember Freeman said this was National Fire Fighter's Day and gave kudos to all fire fighters.

Freeman moved seconded by Madison to adjourn the meeting. All voted aye. Council adjourned at 6:23 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	TRANSUNION RISK & ALTERNATIVE	SKIP TRACE SOFTWARE-APR'21	25.00
		CRESTON PUBLISHING CO	POLICE TIME CARDS	34.00
		GALLS LLC	(3) PANTS	287.63
		SUNSET LAW ENFORCEMENT	AMMUNITION	774.50
		SUPREME CLEANERS	UNIFORM CLEANING-MAR'21	38.85
		UNION CO CLERK OF COURT	CITATION #C32613	33.00
			CITATION #C31736	33.00
			TOTAL:	1,225.98
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLINGS-APR'21	7,626.15
			TOTAL:	7,626.15
FIRE PROTECTION	GENERAL FUND	US CELLULAR	DATA PLANS	39.72
		CRESTON CITY WATER WORKS	WATER-FIRE STATION	122.22
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	171.15
			GAS & ELECTRIC	314.04
			GAS & ELECTRIC	32.31
			GAS & ELECTRIC	32.93
		INTERSTATE POWER SYSTEMS INC	REPAIR OIL LEAK	3,575.54
		PRECISION DIESEL INC	TURBO CHARGER ASSY/HOSE	2,801.24
			TURBO CHARGER ASSY/HOSE	125.98
		SCHILDBERG CONSTRUCTION COMPANY INC	47T 3" GRAVEL	801.21
			TOTAL:	8,016.34
BUILDING & HSNG SAFETY	GENERAL FUND	US CELLULAR	DATA PLANS	28.24
		TRANSUNION RISK & ALTERNATIVE	SKIP TRACE SOFTWARE-APR'21	25.00
		BOMGAARS SUPPLY INC	BATTERIES	8.49
		OFFICE DEPOT	POST-IT TABS	5.09
		PETTY CASH - FINANCE	UNION CO RECORDER-FEES	12.00
			UNION CO RECORDER-FEES	24.00
			UNION CO RECORDER-FEES	34.00
			TOTAL:	136.82
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	9,680.07
			GAS & ELECTRIC	19.22
		ECHO GROUP INC	(2) ACORN FIXTURES	1,443.76
			TOTAL:	11,143.05
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	40.63
			GAS & ELECTRIC	747.81
			TOTAL:	788.44
AIRPORT	GENERAL FUND	DISH	DISH TV-JUN'21	79.64
		NOR-WES INC	PER FBO CONTRACT	3,125.00
			FUEL PROFIT-APR'21	2,013.82
			TOTAL:	5,218.46
LIBRARY SERVICES	GENERAL FUND	ACCESS TECHNOLOGIES INC	COPIER LEASE-LIBRARY	162.20
		IOWA COMMUNICATIONS NETWORK	INTERNET SERVICES-APR'21	192.00
		MIDAMERICA BOOKS	NEW CHILDREN'S BOOKS	109.72
		CRESTON CITY WATER WORKS	WATER-LIBRARY	19.00
		CENGAGE LEARNING	LARGE PRINT BOOKS	16.10
			LARGE PRINT BOOKS	172.18
			LARGE PRINT BOOKS	90.96
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	79.66
			GAS & ELECTRIC	527.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INGRAM LIBRARY SERVICES LLC	NEW MATERIALS	19.54
			NEW BOOKS	1,027.74
			NEW BOOKS	61.78
			NEW MATERIALS	18.27
		MICROMARKETING LLC	NEW MATERIALS	39.99
			NEW MATERIALS	116.48
			NEW MATERIALS	74.98
			NEW MATERIALS	30.99
		OFFICE MACHINES	TOILET PAPER/PAPER TOWELS	113.35
			OFFICE CHAIR	194.84
		SOUTHWESTERN COMMUNITY COLLEGE	LAMINATE STORY WALK PAGES	40.00
		TROPHY SHOP	NAME BADGES FOR STAFF	83.88
		US POSTAL SERVICE	POSTAGE	170.00
			TOTAL:	3,361.36
PARKS	GENERAL FUND	CINTAS	UNIFORMS-WWTP/PARK	16.34
			UNIFORMS-WWTP/PARK	16.34
		DANIEL LARSEN	REPAIR SKATEPARK FENCE	700.00
		JOE'S PORTABLES LLC	(2) PORTA-POTTIES	170.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	111.76
			GAS & ELECTRIC	143.76
			TOTAL:	1,158.20
RECREATION	GENERAL FUND	JOE'S PORTABLES LLC	(4) PORTA-POTTIES	340.00
		FASTENAL	FIELD PAINT & PAINTER	180.20
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	40.77
		ECHO GROUP INC	FUSES FOR LIGHTS-COMPLEX	73.68
			TOTAL:	634.65
CEMETERY	GENERAL FUND	CINTAS	UNIFORMS-STREET/CEMETERY	4.70
			UNIFORMS-STREET/CEMETERY	4.70
			TOTAL:	9.40
SWIMMING POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	59.95
			TOTAL:	59.95
FINANCIAL ADMINISTRATN	GENERAL FUND	ACCESS TECHNOLOGIES INC	MONTHLY IT SERVICES-MAY'21	1,191.20
		ACCESS TECHNOLOGIES INC	MONTHLY PHONE CONTRACT	197.41
			COPIER LEASE-CITY HALL	191.66
		TRANSUNION RISK & ALTERNATIVE	SKIP TRACE SOFTWARE-APR'21	25.00
		HOLIDAY INN DES MOINES AIRPORT	1 NIGHT STAY-IMFOA CONFERE	112.00
		IOWA CODIFICATION INC	APR'21 SUPPLEMENT	427.00
		IOWA DEPT OF TRANSPORTATION	RENEWAL FEE-ADVERTISING SI	15.00
		OFFICE DEPOT	TONER	61.29
		PETTY CASH - FINANCE	UNION CO RECORDER-FEES	12.00
			UNION CO RECORDER-FEES	14.00
			UNION CO RECORDER-FEES	12.00
			UNION CO RECORDER-FEES	12.00
		SHRED-IT	SHRED SERVICES	43.38
			TOTAL:	2,313.94
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, PC	PROF SVCS-MAY'21	461.12
			TOTAL:	461.12
CITY HALL	GENERAL FUND	GOLDSMITH, LORI	JANITORIAL SERVICE-MAY'21	1,050.00
		GREEN VALLEY PEST CONTROL	LAWN CARE SERVICES	51.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	366.23
			GAS & ELECTRIC	381.72
			TOTAL:	1,849.75
ROAD MAINTENANCE	ROAD USE TAX	ECHCO CONCRETE	10 YDS M-4	1,650.00
		CENTRAL IOWA READY MIX INC	6.25 YDS C-4	950.00
		BOMGAARS SUPPLY INC	TRAP/AIR FRESHNER	6.48
			PENETRATING SPAY	10.98
		BITUMINOUS MATERIALS & SUPPLY LP	799 GAL CRS-2 OIL	1,437.21
		CINTAS	UNIFORMS-STREET/CEMETERY	76.79
			UNIFORMS-STREET/CEMETERY	82.29
		FASTENAL	SAFETY HARNESS	168.00
		HEARTLAND TIRE & AUTO	REPAIR TRUCK #91 TIRE	90.43
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	21.48
			GAS & ELECTRIC	94.72
			GAS & ELECTRIC	442.28
		LOGAN CONTRACTORS SUPPLY INC	REBAR/PLASTIC CHAIRS	1,507.50
		MACQUEEN EQUIPMENT LLC	BUSHING/SEALS-SWEEPER	65.84
			TOTAL:	6,604.00
ADMIN-STREETS(ENGINR)	ROAD USE TAX	CJ COOPER & ASSOCIATES INC	PRE-EMPLOYMENT SCREENING	35.00
		OFFICE DEPOT	POST-IT TABS	5.09
			TOTAL:	40.09
POLICE COMMUNITY OUTRE	POLICE COMMUNITY O	VIRTRA INC	SHOOTING SIMULATOR	25,821.65
			TOTAL:	25,821.65
MC	PARK RENOVAT	RESTRICTED GIFTS-M SNYDER & ASSOCIATES, INC.	2021 WETLAND MONITORING	875.00
			TOTAL:	875.00
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	CREATIVE PRODUCT SOURCE INC	READING PROGRAM PRIZES	115.86
		INGRAM LIBRARY SERVICES LLC	NEW MATERIALS	19.39
			NEW MATERIALS	18.93
		J & A FLOORING	NEW FLOORING	2,366.90
		MICROMARKETING LLC	NEW MATERIALS	88.78
			TOTAL:	2,609.86
CAPITAL PROJECTS	CAPITAL PROJECTS F	HERBERGER CONSTRUCTION	SYCAMORE ST BRIDGE	81,194.45
			TOTAL:	81,194.45
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	PEOPLEFACTS, LLC	BACKGROUND CHECK	71.62
		CINTAS	UNIFORMS-WWTP/PARK	17.30
			UNIFORMS-WWTP/PARK	19.36
		WESTRUM LEAK DETECTION INC	WATER LEAK TEST	735.00
		BRISTOW, JIM	REIMB OPERATOR CERT RENEWA	60.00
		CAPITAL CITY BOILER & MACHINE WORKS IN	SERVICE CALL	1,000.00
			SERVICE CALL	1,101.54
			GAS VALVE	363.66
		ELECTRIC PUMP INC	GRINDER	10,461.47
		ELLIOTT EQUIPMENT CO	ROLLERS & TUBES-JET TRUCK	222.95
		STATE HYGIENIC LABORATORY	ECOLI SAMPLE	20.00
			ECOLI SAMPLE	20.00
			ECOLI SAMPLE	40.00
			ECOLI SAMPLE	20.00
			ECOLI SAMPLE	20.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS & ELECTRIC	359.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GAS & ELECTRIC	687.37
		KIRKWOOD COMM COLLEGE	ADVANCED WASTE TREATMENT	350.00
		MUNICIPAL PIPE TOOL CO	FILL HOSE	195.00
		WOLFE, JASON	REIMB OPERATOR CERT RENEWA	60.00
		IOWA DEPT OF NATURAL RESOURCES	OPERATOR CERT RENEWAL-JOHN	60.00
			TOTAL:	15,884.47
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-APR'21	66.75
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-APR'21	65.80-
			TEST/VACC/MED "FLUFFY"	249.50
		SOUTHERN HILLS VET SVC INC	(2) LARGE BAGS CAT FOOD	76.93
			TOTAL:	327.38

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===== FUND TOTALS =====
001 GENERAL FUND                44,003.61
110 ROAD USE TAX                 6,644.09
115 POLICE COMMUNITY OUTREACH   25,821.65
166 RESTRICTED GIFTS-MCKNLY P    875.00
167 RESTRICTED GIFTS-LIBRARY     2,609.86
301 CAPITAL PROJECTS FUND       81,194.45
610 SEWER OPERATING FUND        15,884.47
953 ANIMAL SHELTER *AGENCY FU    327.38
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GRAND TOTAL:                    177,360.51
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CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 5/18/21

SELF FUNDING INSURANCE

SISCO	CLAIMS	365.90
SISCO	CLAIMS	611.40
KABEL	MONTHLY FEE	20.40
SELF FUNDING INSURANCE	TOTAL	\$ 997.70

MANUAL CHECKS/DEBITS TOTAL

\$ 997.70

RESOLUTION NO.

FUND TRANSFERS FOR PERIOD ENDING:

05/27/21
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 127,745.00	121 L.O.S.T.-PROP TAX RELIEF (50%)	200 DEBT SERVICE	121 3-6910	127,745.00	
			121 1110		127,745.00
	FOR: 5/27/21 PRIN & INT PAYMENT-BOND 2012A FIRE TRUCK		200 1110	127,745.00	
	VENDOR: UMB #0185387032		200 3-4830		127,745.00
\$ 123,700.00	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	200 DEBT SERVICE	122 3-6910	123,700.00	
			122 1110		123,700.00
	FOR: 5/27/21 PRIN & INT PAYMENT BOND 2016A COTTONWOOD RD		200 1110	123,700.00	
	VENDOR: UMB #0185410545		200 3-4830		123,700.00
\$ 78,212.50	135 TIF-COTTONWOOD HOUSING	200 DEBT SERVICE	135 3-6910	78,212.50	
			135 1110		78,212.50
	FOR: 5/27/21 PRIN & INT PAYMENT BOND 2016B COTTONWOOD ESTATES		200 1110	78,212.50	
	VENDOR: UMB #0185410552		200 3-4830		78,212.50
175,000.00	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	200 DEBT SERVICE	122 3-6910	175,000.00	
			122 1110		175,000.00
	FOR: 5/27/21 PRIN & INT PAYMENT BOND 2018 STREET IMPRV PROJECTS		200 1110	175,000.00	
	VENDOR: UMB #0185417474		200 3-4830		175,000.00
\$ 122,995.10	611 SEWER DEBT SERVICE	200 DEBT SERVICE	611 3-6910	122,995.10	
			611 1110		122,995.10
	FOR: 6/1/21 PRIN & INT PAYMENT SRF #4		200 1110	122,995.10	
	VENDOR: IOWA FINANCE AUTHORITY #C0157R		200 3-4830		122,995.10
\$ 52,340.00	611 SEWER DEBT SERVICE	200 DEBT SERVICE	611 3-6910	52,340.00	
			611 1110		52,340.00
	FOR: 6/1/21 PRIN & INT PAYMENT SRF #5		200 1110	52,340.00	
	VENDOR: IOWA FINANCE AUTHORITY #C0977R		200 3-4830		52,340.00
\$ 679,992.60	TOTAL - TRANSFERS		HASH TOTALS: \$ 1,359,985.20 \$ 1,359,985.20		

FUND TRANSFERS FOR PERIOD ENDING:

05/19/21

POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-		DR	CR
\$ 5,600.00	009 HOTEL-MOTEL TAX	166 RESTR GIFTS-MCKLY PARK RENOV	009	3-6910	5,600.00	
	FOR: PROMOTE SUMMER ACTIVITIES		166	3-4830		5,600.00
	VENDOR: PARK & REC		009	1110		5,600.00
			166	1110	5,600.00	
\$ 64,109.57	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	301 CAPITAL PROJECTS FUND	122	3-6910	64,109.57	
	FOR: SYCAMORE BRIDGE CONSTRUCTION		301	3-4830		64,109.57
	VENDOR: HERBERGER		122	1110		64,109.57
			301	1110	64,109.57	
\$ 22,529.75	301 CAPITAL PROJECTS FUND	122 L.O.S.T.-STR/SWR RPR/RPLC(50%)	301	3-6910	22,529.75	
	FOR: SYCAMORE BRIDGE DRAW #1		122	3-4830		22,529.75
	VENDOR: IOWA DOT		301	1110		22,529.75
			122	1110	22,529.75	
\$ 92,139.32	TOTAL - TRANSFERS		HASH TOTALS: \$ 184,278.64 \$ 184,278.64			

PASSED AND APPROVED this 18th day of May 2021

GABE CARROLL
MAYOR, CITY OF CRESTON

TTEST:

LISA WILLIAMSON
CITY CLERK

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Brian Davis				
Brenda Lyell-Keate				
Matt Levine				
Rich Madison				
Jocelyn Blazek				
Terry Freeman				
Ron Higgins				

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATED COST FOR THE CONSTRUCTION OF RECONSTRUCT RUNWAY 16/34
(4,901' X 75') PHASE 2 CONSTRUCTION AT THE CRESTON MUNICIPAL AIRPORT
FOR THE CITY OF CRESTON, IOWA

WHEREAS these were placed on file in the office of the City Clerk of the City of Creston, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction for the Creston Municipal Airport and that public notice of hearing on such plans, specifications and form of contract were duly published in time for hearing now before the Council; and

WHEREAS written objection to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open Council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for the Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction for the Creston Municipal Airport.

Passed this 18th day of May, 2021, and signed this 18th day of May, 2021.

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT,
CONTINGENT UPON THE RECEIPT AND EXECUTION OF GRANT AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION AND APPROVING AN APPLICATION
FOR FEDERAL AVIATION FUNDING ASSISTANCE FOR THE CONSTRUCTION OF
RECONSTRUCT RUNWAY 16/34 (4,901' X 75') PHASE 2 CONSTRUCTION AT THE CRESTON
MUNICIPAL AIRPORT FOR THE CITY OF CRESTON, IOWA

WHEREAS notice to bidders has been duly given as required by law for Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction, for the City of Creston, as described in the plans and specifications; and

WHEREAS the bid from Cedar Valley Corp, LLC of Waterloo, Iowa is determined to be the lowest responsive and responsible bid for the designated public improvement; and

WHEREAS, it is now necessary to submit an application for funding from the Federal Aviation Administration for the construction of said improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRESTON, IOWA:

Section 1. That the bid from Cedar Valley Corp, LLC of Waterloo, Iowa is hereby accepted for the Base Bid to construct the Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded subject to receipt and execution of a grant agreement with the Federal Aviation Administration, to said contractor in the amount of Four Million Fourteen Thousand Five Hundred Ninety-four and 20/100 dollars (\$4,014,594.20).

Section 2. The City Administrator and City Clerk of the City of Creston, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to subject to concurrence from Federal Aviation Administration and receipt and execution of a grant agreement with the Federal Aviation Administration.

Section 3. The City Administrator and City Clerk and hereby authorized and directed to sign and submit to the Federal Aviation Administration said application for funding for construction of the Reconstruct Runway 16/34 (4,901' x 75') Phase 2 Construction at the Creston Municipal Airport.

Passed this 18th day of May, 2021, and signed this 18th day of May, 2021.

By: _____
Mayor

Attest: _____
City Clerk

Project Funding Summary
Runway Reconstruction 16-34
Creston Municipal Airport
Creston, Iowa

AIP 3-19-0023-017-2021

May 7, 2021

	Project Estimate	Base Bid
Estimated Construction Cost - Base Bid Total	\$4,500,000.00	\$4,014,594.20
Misc. City Administration Cost		\$5,405.80
Total Estimated Project Cost	<u>\$4,500,000.00</u>	<u>\$4,020,000.00</u>
Base Bid Project Funding Summary		
Base Bid Subtotal	\$4,500,000.00	\$4,020,000.00
FAA Funding (100% Share)	\$4,500,000.00	\$4,020,000.00
Local Funding (0% Share)	<u>\$0.00</u>	<u>\$0.00</u>
Total Funding	<u>\$4,500,000.00</u>	<u>\$4,020,000.00</u>

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

CRESTON

Fiscal Year July 1, 2020 - June 30, 2021

The City of CRESTON will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/18/2021 06:00 PM

Contact: Lisa Williamson, City Clerk

Phone: (641) 782-2000 ext: 203

Meeting Location: City Hall
116 W Adams St, Creston, IA 50801

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,231,520	0	3,231,520
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,231,520	0	3,231,520
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	121,425	0	121,425
Other City Taxes	6	1,052,101	0	1,052,101
Licenses & Permits	7	44,825	0	44,825
Use of Money & Property	8	204,485	0	204,485
Intergovernmental	9	5,722,056	448,785	6,170,841
Charges for Service	10	5,786,967	832,000	6,618,967
Special Assessments	11	5,000	0	5,000
Miscellaneous	12	1,243,127	0	1,243,127
Other Financing Sources	13	0	219,895	219,895
Transfers In	14	2,391,212	265,897	2,657,109
Total Revenues & Other Sources	15	19,802,718	1,766,577	21,569,295
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,981,985	20,000	2,001,985
Public Works	17	5,174,776	0	5,174,776
Health and Social Services	18	0	0	0
Park and Recreation	19	947,472	10,214	957,686
Community and Economic Development	20	81,650	0	81,650
General Government	21	3,226,916	481,311	3,708,227
Debt Service	22	1,193,011	7,000	1,200,011
Capital Projects	23	669,250	150,000	819,250
Total Government Activities Expenditures	24	13,275,060	668,525	13,943,585
Business Type/Enterprise	25	4,541,104	892,508	5,433,610
Total Gov Activities & Business Expenditures	26	17,816,164	1,561,031	19,377,195
Transfers Out	27	2,391,212	265,897	2,657,109
Total Expenditures/Transfers Out	28	20,207,376	1,826,928	22,034,304
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-404,658	-60,351	-465,009
Beginning Fund Balance July 1, 2020	30	12,723,436	0	12,723,436
Ending Fund Balance June 30, 2021	31	12,318,778	-60,351	12,258,427

Explanation of Changes: Increase in revenue is related to timing of grants, water and sewer projects and SRF sponsored project bond proceeds. Increase in expenditures is related to timing of a roof project, bridge construction, timing of grant funded projects and pass through of the SRF sponsored project bond proceeds.

BUDGET AMENDMENT FY2021

	Amendment Amt	Account Name	Description	Account #
REVENUE:				
Intergovernmental -	\$ 330,826	Federal Grants	Timing of grant funded projects: Façade, CDBG Housing, Food Pantry	001-4-620-2-4400
	\$ 107,959	State Grants	Timing of grant funded projects: Catalyst, HRDP	001-4-620-2-4440
	\$ 10,000	State Grants	Timing of grant funded project: RAB Pilot	610-4-815-2-4440
Charges for Service -	\$ 90,000	Sewer Operating Revenue	Clean Harbor - Ferrara	610-4-815-1-4500
Other Financing Sources -	\$ 219,895	Proceeds from Bonds	SRF Sponsored Project Bond Proceeds for INHF	610-4-815-4-4820
CCWW -	\$ 742,000			Water Works
Transfers -	\$ 265,897			
TOTAL AMENDMENT IN REVENUE:	\$ 1,766,577			
EXPENSES:				
Public Safety -	\$ 10,000	Contr/Pymt-Other Agencies	LEC Expense	001-5-120-6497
	\$ 10,000	City Contrib to MFPRSI	Police Retirement	117-5-111-6141
Culture & Recreation -	\$ 10,214	Repair & Maint. Bldg/St	Roof on Library - was supposed to be completed in FY20	001-5-410-6320
General Government -	\$ 364,502	Grant Expense (Federal)	Timing of grant funded projects: Façade, CDBG Housing, Food Pantry	001-5-620-6595
	\$ 116,809	Grant Expense (State)	Timing of grant funded projects: Catalyst, HRDP	001-5-620-6594
Debt Service -	\$ 16,000	Principal Redemption	SRF #5 changes to payment schedule after project completion	200-5-710-6801
	\$ (9,000)	Interest	SRF #5 changes to payment schedule after project completion	200-5-710-6851
Capital Projects -	\$ 150,000	Contract Work	Timing of Sycamore Bridge construction project	301-5-750-6499
Business Type/Enterprises -	\$ 22,611	Refunds	Clean Harbor - Ferrara	610-5-815-6400
	\$ 13,000	Consultant & Professional	V&K ZFS Study/Legal Fees Sponsored Project Amendment	610-5-815-6490
	\$ 213,895	Contrib/Pymt-Other Agency	SRF Sponsored Project Payment to INHF	610-5-815-6497
	\$ 5,000	Miscellaneous Contract	Phase 1 of the RAB smaller scale pilot study	610-5-815-6499
	\$ 25,000	State Grant Expense	Timing of grant funded project: RAB Pilot	610-5-815-6594
CCWW -	\$ 613,000			Water Works
Transfers -	\$ 265,897			
TOTAL AMENDMENT IN EXPENSE:	\$ 1,826,928			

City of Creston, Iowa

BRIDGE REPLACEMENT - CCS

Sycamore Street over Hurley Creek

Payable To
Address
Herberger Construction Company
2508 West 2nd Ave
Indianola, Iowa 50125

Project No.
Contract ID:
Cost Center
Letting Date:
Date of Estimate
Estimate No.

BRM-SWAP-1710(G11) -- SD - 88
88-1710-611
631000
SEPT. 15, 2020
09/03/21
3

County
CB&A No.
Change Order #
Page No.

UNION
2018247
1 of 5

Quantities Paid thru: 4/30/21

LINE NO.	ITEM NO.	ITEM	UNIT	PLAN QTY	UNIT PRICE	EXTENDED AMOUNT	QUANTITIES COMPLETED	VALUE COMPLETED	PERCENT COMPLETED	Value Completed this Estimate
SECTION 0001 - ITEMS FOR A 60'-0" x 32'-0" CCS BRIDGE										
1	2101-0860001	CLEARING AND GRUBBING	ACRE	0.1	\$ 10,600.00	\$ 1,060.00	0.08	\$ 848.00	80%	\$ -
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	360.0	\$ 10.50	\$ 3,780.00		\$ -	0%	\$ -
3	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	812.0	\$ 6.25	\$ 5,075.00		\$ -	0%	\$ -
4	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	540.0	\$ 6.25	\$ 3,375.00		\$ -	0%	\$ -
5	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	315.0	\$ 5.25	\$ 1,653.75		\$ -	0%	\$ -
6	2123-7450020	SHOULDER FINISHING, EARTH	STA	3.8	\$ 372.50	\$ 1,415.50		\$ -	0%	\$ -
7	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	565.6	\$ 79.75	\$ 45,106.60		\$ -	0%	\$ -
8	2301-1033080	STD OR SLIP-FORM PCC PAVEMENT, CL C, CL 3, DURABILITY, 8 IN.	SY	109.0	\$ 79.80	\$ 8,698.20		\$ -	0%	\$ -
9	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	10.0	\$ 31.50	\$ 315.00		\$ -	0%	\$ -
10	2401-6745625	REMOVAL OF EXISTING BRIDGE	LS	1.0	\$ 20,000.00	\$ 20,000.00		\$ -	0%	\$ -
11	2402-2720000	EXCAVATION, CLASS 20	CY	186.0	\$ 52.50	\$ 9,765.00		\$ -	0%	\$ -
12	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	230.2	\$ 740.00	\$ 170,348.00		\$ -	0%	\$ -
13	2403-7303000	STRUCTURAL CONCRETE COATING	SY	158.0	\$ 90.50	\$ 14,299.00		\$ -	0%	\$ -
14	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	44714.0	\$ 1.10	\$ 49,185.40		\$ -	0%	\$ -
15	2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	26.0	\$ 11.50	\$ 299.00		\$ -	0%	\$ -
16	2414-6424119	CONCRETE BARRIER RAILING, AESTHETIC	LF	154.4	\$ 246.75	\$ 38,098.20		\$ -	0%	\$ -
17	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LF	106.0	\$ 126.50	\$ 13,303.00		\$ -	0%	\$ -
18	2414-6445100	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	65.7	\$ 311.50	\$ 20,465.55		\$ -	0%	\$ -
19	2435-0250100	INTAKE, SW-501	EACH	3.0	\$ 3,725.00	\$ 11,175.00		\$ -	0%	\$ -
20	2435-0250400	INTAKE, SW-504	EACH	1.0	\$ 7,980.00	\$ 7,980.00		\$ -	0%	\$ -
21	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1.0	\$ 532.00	\$ 532.00		\$ -	0%	\$ -
22	2501-0201042	PILES, STEEL, HP 10 x 42	LF	700.0	\$ 41.25	\$ 28,875.00		\$ -	0%	\$ -
23	2501-0201253	PILES, STEEL, HP 12 x 53	LF	540.0	\$ 46.00	\$ 24,840.00		\$ -	0%	\$ -
24	2501-5478053	CONCRETE ENCASEMENT OF STEEL H-PILES, HP 12x53 (P10L TYPE 3)	LF	90.0	\$ 163.00	\$ 14,670.00		\$ -	0%	\$ -
25	2503-0110018	STORM SEWER GRAVITY MAIN, TRENCHED 18 IN	LF	150.0	\$ 85.00	\$ 12,750.00		\$ -	0%	\$ -
26	2503-0200036	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	148.0	\$ 37.25	\$ 5,513.00	99.0	\$ 3,687.75	67%	\$ 3,687.75
27	2507-2638650	BRIDGE WING ARMORING - EROSION STONE	SY	47.0	\$ 80.00	\$ 3,760.00		\$ -	0%	\$ -
28	2507-2638650	ENGINEERING FABRIC	SY	550.0	\$ 3.50	\$ 1,925.00		\$ -	0%	\$ -
29	2507-6800061	REINVENT, CLASS E	TON	345.0	\$ 60.00	\$ 20,700.00		\$ -	0%	\$ -
30	2510-6745850	REMOVAL OF PAVEMENT	SY	668.0	\$ 6.40	\$ 4,275.20		\$ -	0%	\$ -
31	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	3.0	\$ 372.00	\$ 1,116.00	2.0	\$ 744.00	67%	\$ 744.00
32	2511-5745900	REMOVAL OF SIDEWALK	SY	74.0	\$ 388.50	\$ 28,695.00	5.0	\$ 1,942.50	7%	\$ 1,942.50
33	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	71.8	\$ 90.00	\$ 6,462.00		\$ -	0%	\$ -
34	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	8.8	\$ 105.00	\$ 924.00		\$ -	0%	\$ -
35	2511-7528101	DETECTABLE WARNING	SF	20.0	\$ 53.00	\$ 1,060.00		\$ -	0%	\$ -

City of Creston, Iowa

BRIDGE REPLACEMENT - CCS

Sycamore Street over Hurley Creek

Payable To
Address
Herberger Construction Company
2508 West 2nd Ave
Indianola, Iowa 50125

Project No.
Contract ID:
Cost Center No.
Letting Date:
Date of Estimate
Estimate No.

BRM-SWAP-1710(611) - SD - 88
88-1710-611
631000
SEPT. 15, 2020
05/03/21
3

UNION
2018247

Change Order #
Page No.

2 of 5

LINE NO.	ITEM NO.	ITEM	UNIT	PLAN QTY	UNIT PRICE	EXTENDED AMOUNT	QUANTITIES COMPLETED	VALUE COMPLETED	PERCENT COMPLETED	Value Completed this Estimate
		SECTION 0001 - ITEMS FOR A 60'-0" x 32'-0" CCS BRIDGE								
36	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	15.0	\$ 85.00	\$ 1,275.00		\$ -	0%	\$ -
37	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	15.0	\$ 10.60	\$ 159.00		\$ -	0%	\$ -
38	2518-6910000	SAFETY CLOSURE	EACH	6.0	\$ 225.00	\$ 1,350.00	3.0	\$ 675.00	50%	\$ -
39	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	1.0	\$ 319.00	\$ 319.00		\$ -	0%	\$ -
40	2524-9100030	OBJECT MARKER, TYPE 3	EACH	4.0	\$ 266.00	\$ 1,064.00		\$ -	0%	\$ -
41	2526-8285000	CONSTRUCTION SURVEY	LS	1.0	\$ 11,230.00	\$ 11,230.00	0.7	\$ 7,861.00	70%	\$ 2,246.00
42	2528-8445110	TRAFFIC CONTROL	LS	1.0	\$ 4,790.00	\$ 4,790.00	0.40	\$ 1,916.00	40%	\$ 1,197.50
43	2533-4980005	MOBILIZATION	LS	1.0	\$ 25,000.00	\$ 25,000.00	0.50	\$ 12,500.00	50%	\$ 6,250.00
44	2601-2634100	MULCHING	ACRE	1.6	\$ 1,200.00	\$ 1,920.00		\$ -	0%	\$ -
45	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	\$ 3,000.00	\$ 2,400.00		\$ -	0%	\$ -
46	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	0.8	\$ 1,800.00	\$ 1,440.00		\$ -	0%	\$ -
47	2602-0000020	SILT FENCE	LF	285.0	\$ 3.00	\$ 855.00	242.0	\$ 726.00	85%	\$ 726.00
48	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	285.0	\$ 1.50	\$ 427.50		\$ -	0%	\$ -
49	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	285.0	\$ 1.25	\$ 356.25		\$ -	0%	\$ -
50	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	860.0	\$ 3.00	\$ 2,580.00	157.0	\$ 471.00	18%	\$ 225.00
51	2602-0000350	REMOVAL OF PERIMETER & SLOPE SEDIMENT CONTROL DEVICE	LF	860.0	\$ 1.50	\$ 1,290.00		\$ -	0%	\$ -
52	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	1.0	\$ 500.00	\$ 500.00	2.0	\$ 1,000.00	200%	\$ 500.00
53	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1.0	\$ 1,000.00	\$ 1,000.00		\$ -	0%	\$ -
		SECTION 0001 - ITEMS FOR A 60'-0" x 32'-0" CCS BRIDGE				\$ 611,152.45		\$ 30,455.00		\$ 15,516.25

City of Creston, Iowa

BRIDGE REPLACEMENT - CCS

Sycamore Street over Hurley Creek

Payable To
Address
Herberger Construction Company
2508 West 2nd Ave
Indianola, Iowa 50125

Project No.
Contract ID:
Cost Center No.
Letting Date:
Date of Estimate
Estimate No.

BRM-SWAP-1710(611) - SD - 88
BRM-SWAP-171 County
631000 CB&A No.
SEPT. 15, 2020
09/03/21 Change Order #
3 Page No.

UNION
2018247

3 of 5

LINE NO.	ITEM NO.	ITEM	UNIT	PLAN QTY	UNIT PRICE	EXTENDED AMOUNT	QUANTITIES COMPLETED	VALUE COMPLETED	PERCENT COMPLETED	Value Completed this Estimate
SECTION 0002 - ITEMS FOR SANITARY AND WATER ITEMS										
54	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	52.0	\$ 31.75	\$ 1,651.00		\$ -	0%	\$ -
55	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	2.0	\$ 4,250.00	\$ 8,500.00	2.0	\$ 8,500.00	100%	\$ -
56	2435-0400308	INTERNAL DROP CONNECTION, SW-308	EACH	2.0	\$ 2,980.00	\$ 5,960.00	2.0	\$ 5,960.00	100%	\$ -
57	2504-0114008	SAN. SEWER GRAVITY MAIN, TRENCHED, PVC PIPE, 8 IN.	LF	51.0	\$ 89.00	\$ 3,519.00	55.0	\$ 3,795.00	108%	\$ 1,587.00
58	2504-0116008	SAN. SEWER GRAVITY MAIN, TRENCHED DIP, 8 IN.	LF	177.0	\$ 80.00	\$ 14,160.00	178.5	\$ 14,280.00	101%	\$ -
59	2504-0200406	SAN. SEWER SERVICE STUB, PVC 8 IN	LF	13.0	\$ 85.00	\$ 1,105.00	13.5	\$ 1,147.50	104%	\$ -
60	2504-0240036	REMOVE SAN. SEWER PIPE, LESS THAN OR EQUAL TO 36 IN.	LF	215.0	\$ 16.00	\$ 3,440.00	74.0	\$ 1,184.00	34%	\$ 912.00
61	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	5.0	\$ 532.00	\$ 2,660.00	2.0	\$ 1,064.00	40%	\$ -
62	2529-5070110	PATCHES, FULL DEPTH FINISH, BY AREA 7 IN THICK PCC	SY	78.0	\$ 69.00	\$ 5,382.00	61.0	\$ 4,209.00	78%	\$ 4,209.00
63	2529-5070120	PATCHES, FULL DEPTH FINISH, BY COUNT 7 INCH THICK PCC	EACH	4.0	\$ 159.00	\$ 636.00	3.0	\$ 477.00	75%	\$ 477.00
64	2552-0000300	TRENCH COMPACTION TESTING	LS	1.0	\$ 4,200.00	\$ 4,200.00		\$ -	0%	\$ -
65	2554-0114006	WATER MAIN, TRENCHED, PVC, 6 IN. C900 DR18	LF	369.0	\$ 47.75	\$ 17,619.75	295.0	\$ 14,086.25	80%	\$ 14,086.25
66	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN. C900 DR18	LF	554.0	\$ 53.00	\$ 29,362.00	443.0	\$ 23,479.00	80%	\$ 23,479.00
67	2554-0124008	WATER MAIN, TRENCHLESS, PVC, 8 IN. C900 RJPVC	LF	163.0	\$ 149.00	\$ 24,287.00	138.6	\$ 20,651.40	85%	\$ 20,651.40
68	2554-0205110	WATER SERVICE STUB, COPPER, 1 IN. TYPE 'K'	LF	163.0	\$ 32.00	\$ 5,216.00		\$ -	0%	\$ -
69	2554-0205410	WATER SERVICE CORPORATION, COPPER, 1 IN. TYPE 'K'	EACH	11.0	\$ 798.00	\$ 8,778.00		\$ -	0%	\$ -
70	2554-0205710	WATER SERVICE CURB STOP AND BOX, COPPER, 1 IN. TYPE 'K'	EACH	10.0	\$ 798.00	\$ 7,980.00		\$ -	0%	\$ -
71	2554-0207006	VALVE, GATE, DIP, 8 IN.	EACH	4.0	\$ 2,395.00	\$ 9,580.00	2.0	\$ 4,790.00	50%	\$ 4,790.00
72	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	7.0	\$ 2,714.00	\$ 18,998.00	2.0	\$ 5,428.00	29%	\$ 5,428.00
73	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5.0	\$ 5,854.00	\$ 29,270.00	3.0	\$ 17,562.00	60%	\$ 17,562.00
74	2599-9999005	(EACH ITEM) REMOVAL OF EXISTING HYDRANT ASSEMBLY	EACH	3.0	\$ 692.00	\$ 2,076.00	2.0	\$ 1,384.00	67%	\$ 1,384.00
75	2599-9999005	(EACH ITEM) WATER MAIN CONNECTIONS	EACH	6.0	\$ 692.00	\$ 4,152.00	3.0	\$ 2,076.00	50%	\$ 2,076.00
SECTION 0002 - WATER & SANITARY ITEMS - WORK COMPLETED TO DATE										
						\$ 208,531.75		\$ 130,073.15		\$ 98,541.65
SECTION 0001 AND SECTION 0002 - TOTAL						\$ 819,684.20		\$ 160,528.15		\$ 112,217.90

SHADED BID ITEMS ARE TO BE PAID BY CRESTON WATER WORKS

City of Creston, Iowa

BRIDGE REPLACEMENT - CCS

Sycamore Street over Hurley Creek

Payable To
Address
Herberger Construction Company
2508 West 2nd Ave
Indianola, Iowa 50125

Project No.
Contract ID:
Cost Center No.
Letting Date:
Date of Estimate
Estimate No.

BRM-SWAP-171Q(611) -- SD - 88
BRM-SWAP-171 County
631000 CB&A No.
SEPT. 15, 2020
09/03/21 Change Order #
3 Page No.
4 of 5

STOCKPILED MATERIALS

		ITEM	UNIT	PLAN QTY	UNIT PRICE	VALUE OF STOCKPILED MATERIALS	QUANTITY OF MATERIALS INSTALLED	VALUE INCORPORATED	REMAINING STOCKPILED
17	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LF	106.0	\$ 61.20	\$ 6,487.20			\$ 6,487.20
18	2414-6445100	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	65.7	\$ 167.40	\$ 10,998.18			\$ 10,998.18
22	2501-0201042	PILES, STEEL, HP 10 x 42	LF	700.0	\$ 15.04	\$ 10,528.00			\$ 10,528.00
23	2501-0201253	PILES, STEEL, HP 12 x 53	LF	540.0	\$ 18.98	\$ 10,249.20			\$ 10,249.20
65	2554-0114006	WATER MAIN, TRENCHED, PVC, 6 IN. C900 DR18	LF	369.0	\$ 5.10	\$ 1,881.90	0.0	\$ -	
66	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN. C900 DR18	LF	554.0	\$ 12.34	\$ 6,836.36	0.0	\$ -	
67	2554-0124008	WATER MAIN, TRENCHLESS, PVC, 8 IN. C900 RJ-PVC	LF	163.0	\$ 17.34	\$ 2,826.42	138.6	\$ 2,403.32	\$ 423.10
68	2554-0205110	WATER SERVICE STUB, COPPER, 1 IN. TYPE 'K'	LF	163.0	\$ 5.80	\$ 945.40		\$ -	\$ 945.40
69	2554-0205410	WATER SERVICE CORPORATION, COPPER, 1 IN. TYPE 'K'	EACH	11.0	\$ 136.23	\$ 1,498.53		\$ -	\$ 1,498.53
70	2554-0205710	WATER SERVICE CURB STOP AND BOX, COPPER, 1 IN. TYPE 'K'	EACH	10.0	\$ 40.50	\$ 405.00		\$ -	\$ 405.00
71	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	4.0	\$ 868.50	\$ 3,474.00	2.0	\$ 1,737.00	\$ 1,737.00
72	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	7.0	\$ 760.50	\$ 5,323.50	2.0	\$ 1,521.00	\$ 3,802.50
73	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5.0	\$ 3,428.23	\$ 17,141.15	3.0	\$ 10,284.69	\$ 6,856.46
75	2599-9999005	(EACH ITEM) WATER MAIN CONNECTIONS	EACH	6.0	\$ 444.89	\$ 2,669.34	3.0	\$ 1,334.67	\$ 1,334.67
85	2554-0114006	WATER MAIN, TRENCHED, PVC, 6 IN. C900 DR18 (Adjusted Qty)	LF	(369.0)	\$ 5.10	\$ (1,881.90)			
86	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN. C900 DR18 (Adjusted Qty)	LF	(554.0)	\$ 12.34	\$ (6,836.36)			
STOCKPILED MATERIALS TOTAL						\$ 72,545.92		\$ 17,280.68	\$ 55,265.24

City of Creston, Iowa
BRIDGE REPLACEMENT - CCS
Sycamore Street over Hurley Creek

Payable To
 Address
 Herberger Construction Company
 2808 West 2nd Ave
 Indianapolis, Iowa 50125

Project No. BRM-SWAP-1710(611) -- SD - 88
 Contract ID: 88-1710-S11 County UNION
 Cost Carrier No. 531000 CB&A No. 2018247
 Letting Date: SEPT -15, 2020
 Date of Estimate: 09/03/21 Change Order #
 Estimate No. 3 Page No. 5 of 5

	CONTRACT TOTAL VALUE
ORIGINAL CONTRACT	\$ 819,894.20
EXTRA WORK ORDERS	\$ -
TOTAL CONTRACT AMOUNT	\$ 819,894.20
TOTAL AMOUNT EARNED (incl. EWO's)	\$ 150,528.16
STOCKPILED MATERIALS REMAINING	\$ 55,265.24
RETAINED PERCENTAGE (3%)	\$ 6,473.80
TOTAL EARNED PLUS STOCKPILED & LESS RETAINED PERCENTAGE	\$ 209,319.58
TOTAL PREVIOUSLY APPROVED	\$ 128,125.13
AMOUNT EARNED THIS ESTIMATE	\$ 81,194.45
AMOUNT DUE THIS ESTIMATE	\$ 81,194.45

DOT & CITY USE ONLY	
CUMULATIVE DOT REIMBURSEMENT TOTAL (80% TOTAL EARNED LESS 6% DOT RETAINAGE)	\$ 150,082.88
DOT REIMBURSEMENT PREVIOUSLY APPROVED	\$ 22,529.76
REIMBURSEMENT AMOUNT TO BE REQUESTED THIS ESTIMATE	\$ 136,553.13

CITY USE ONLY - WATER RELATED BID ITEMS	
ITEMS PAID THIS ESTIMATE (including Stock Piled Material Items associated with Water Main Work)	\$ 128,426.99
ITEMS PAID PREVIOUS ESTIMATE	\$ 43,001.80
AMOUNT PAID TO DATE	\$ 185,428.79

PREPARED BY: *[Signature]* APPROVED BY: *[Signature]*
 Callout-Burns & Associates Herberger Construction Company

CHECKED BY: *[Signature]* APPROVED BY: _____
 Callout-Burns & Associates City of Creston

Lisa Williamson

From: Mandy Parsons
Sent: Wednesday, May 5, 2021 1:39 PM
To: Steve Guthrie
Cc: Lisa Williamson
Subject: FW: Sycamore Street (611) Pay Estimate #3
Attachments: Creston (611) Transmittal - Pay Est. #3.pdf; Pay Estimate #3 Creston (611) 2021-5-5.pdf

Steve,

I'm forwarding Pay App #3 for the Sycamore Street bridge project. I calculated the Water Works 20% match to be \$17,084.88.

Thanks,
Mandy

Mandy Parsons
Accounting Manager
City of Creston
PO Box 449
Creston, IA 50801-0449
T: 641-782-2000 Ext 204
F: 641-782-6377
mparsons@crestoniowa.org

From: Kyle Bosley <kbosley@calhounburns.com>
Sent: Wednesday, May 5, 2021 12:06 PM
To: Mandy Parsons <mparsons@crestoniowa.org>
Cc: Jeff Fadden <jfadden@calhounburns.com>; Gary Bartels <gbartels@calhounburns.com>; Mike Taylor <mike@crestoniowa.org>
Subject: Sycamore Street (611) Pay Estimate #3

Mandy,

Attached is pay Estimate #3 for Sycamore Street (611) to be processed. This estimate includes payment for water main bid items so it will need to be approved by the Waterworks Board at the next meeting prior to going in front of the City Board the following week. If you have any questions please feel free to let me know.

Thank you

KYLE A. BOSLEY, P.E.



Town Line 1

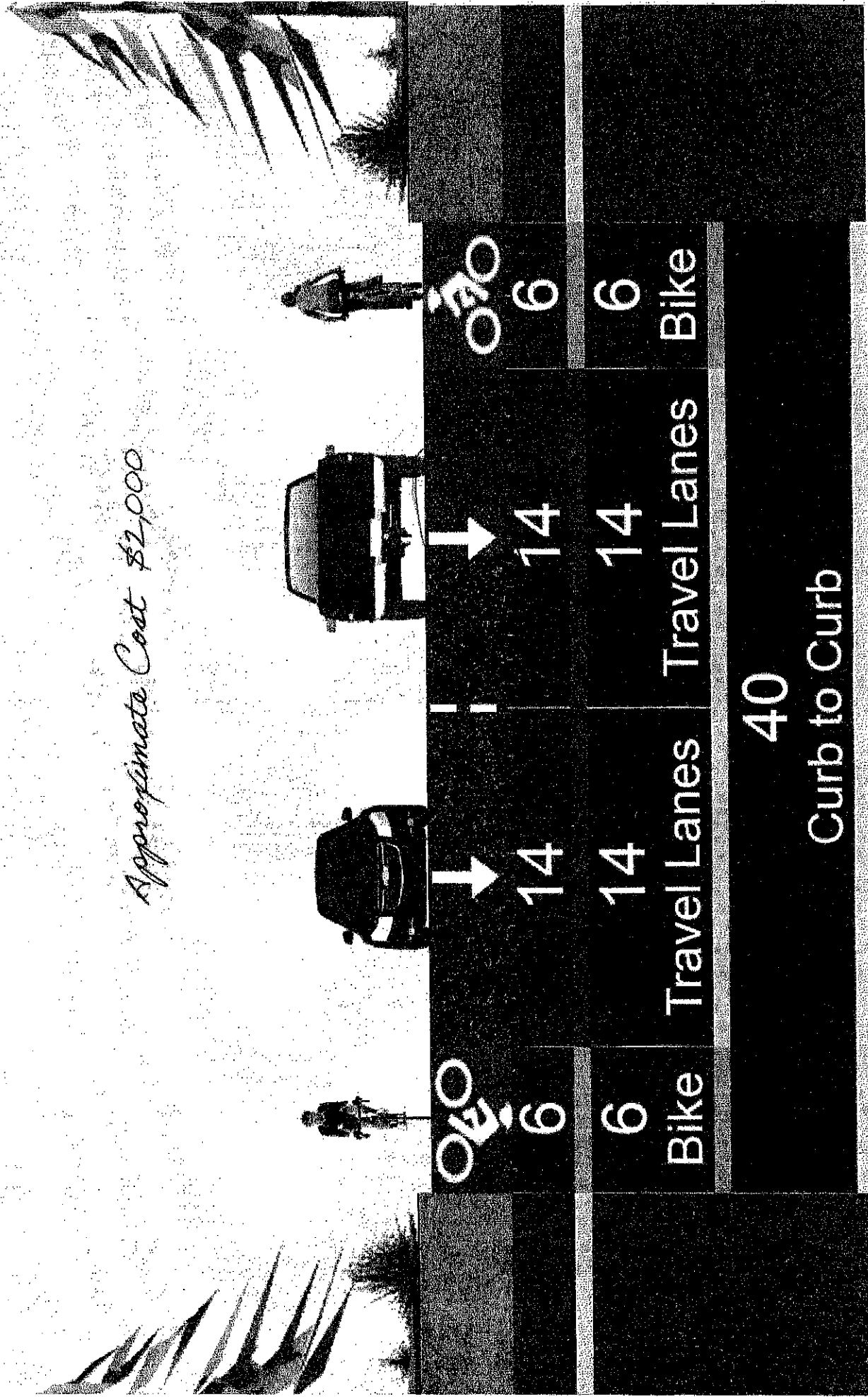
Point A to Point B

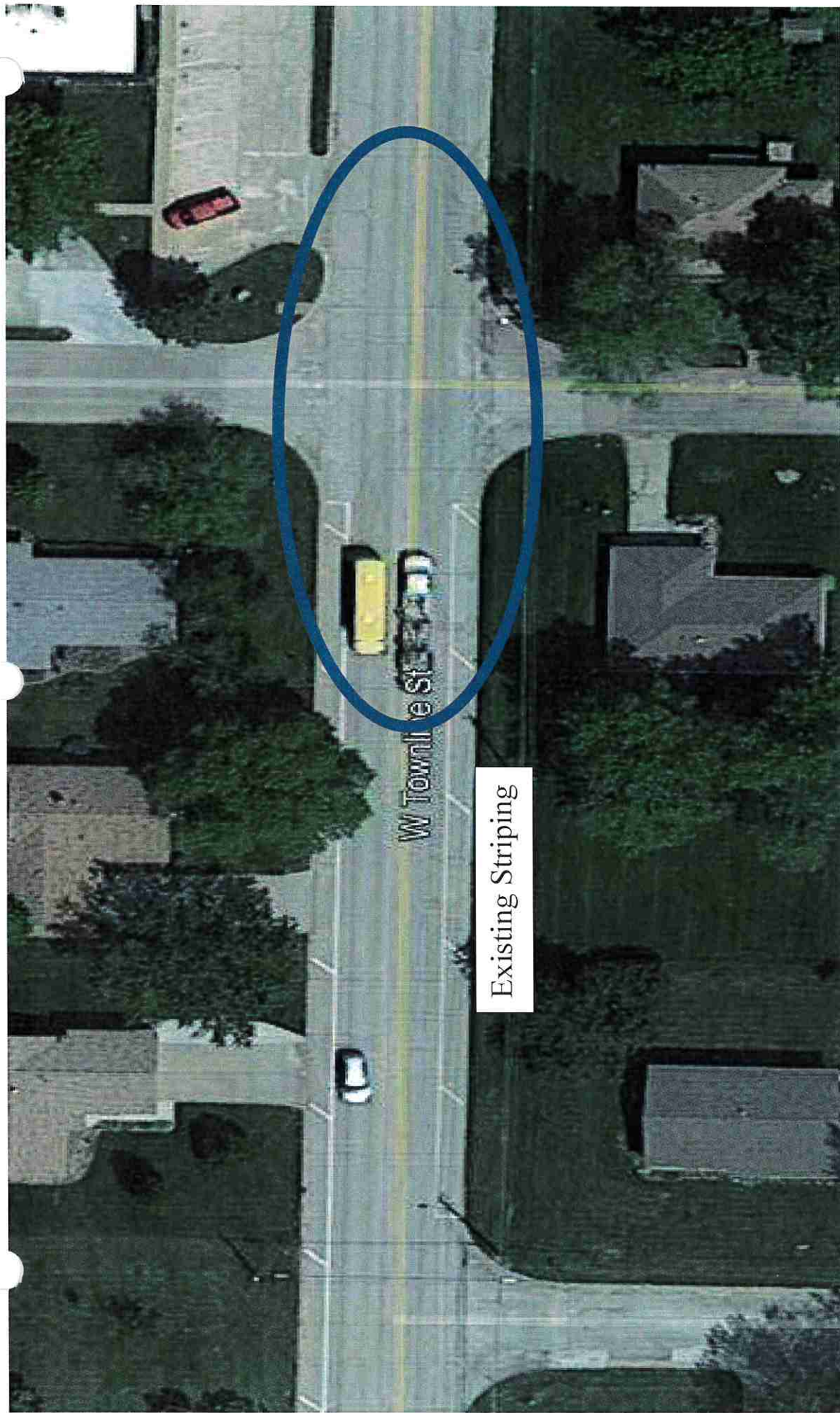
Boulevard Alt 1

Right-of-Way: 40' of 40'

streetplan.net

Approximate Cost \$2,000



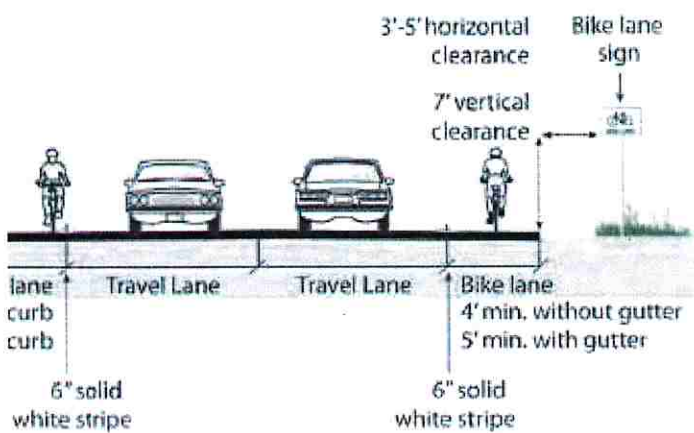


Current “No-Parking” striping on both sides of Town Line.

Townline Bike/Pedestrian Lane Proposal

Purpose: To increase the safety of bike/pedestrian traffic on Townline Street from N. Elm to N. Cherry Street. This is a well traveled street with no distinguished markings for a pedestrian/cyclist route.

Townline Street is approximately 39' wide. This can include 14' width for each vehicle lane and 5 ½' for a bike/pedestrian lane on both sides of the street as closely represented below for proposed lane striping.



**NOTICE OF PUBLIC HEARING
BY
CITY COUNCIL, CRESTON, IOWA,
FOR THE SALE OF REAL ESTATE**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of CRESTON, Iowa, will hold a public hearing on the **1st day of June, 2021, at 6:00 P.M.** in the Council Chambers of the City Hall/Restored Depot Complex, CRESTON, Iowa, to consider the sale of the following described real estate to GREATER REGIONAL MEDICAL CENTER for the consideration of \$1.00, to-wit:

Lot One Hundred Seventy (170) EXCEPT the South Sixteen (16) feet thereof; AND the South Half (S ½) of Lot One Hundred Sixty-nine (169) in West Creston, Section A, Creston, Union County, Iowa, also known as 105 South Jarvis Street, Creston, Union County, Iowa.

The terms of the sale will be as follows:

The proposed buyer, GREATER REGIONAL MEDICAL CENTER, offers a price of \$1.00.

The City Council will first receive all oral and written objections at the date and time of the public hearing and will proceed with a final determination and resolution in regard to the sale of the above real estate.

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and local rules of said governmental body.

Lisa Williamson
Clerk, City of Creston

Kim Reynolds
Governor
Adam Gregg
Lt. Governor



Department of Public Safety

Stephan K. Bayens
Commissioner

May 5, 2021

To: Creston City Council

Dear Creston City Council,

The Electrical Examining Board is pleased to accept your request to have the State of Iowa provide electrical inspections for the City of Creston, effective May 12, 2021. After that date, State of Iowa electrical inspectors will conduct electrical inspections, in accordance with inspection standards established pursuant to Iowa Code chapter 103 (2021).

If the City of Creston has had an electrician licensing program, those licensees will be required to obtain a State of Iowa electrician license if they wish to continue to perform work in the City of Creston.


Please sign the statement below to acknowledge this agreement. Maintain a copy for your records, and return the original to the Board. For any questions, please contact our office at elecinfo@dps.state.ia.us, 1-866-923-1082, or (515) 725-6147.

Sincerely,

Brian Young, Chief Electrical Inspector/Executive Secretary
State of Iowa Electrical Examining Board

It is acknowledged and agreed that the State of Iowa shall conduct electrical inspections within the City of Creston in accordance with inspection standards established pursuant to Iowa Code chapter 103 (2021), which inspection standards may differ from established City of Creston ordinances. Electricians previously licensed by the City of Creston shall be required to obtain a State of Iowa license.

City Administrator (Print and sign)



Executive Secretary, Iowa Electrical Examining Board

Date

5/5/21

Date

BOARD OF ADJUSTMENT
MEETING MINUTES
May 4, 2021

The Zoning Board of Adjustment meeting was called to order at 4:58 p.m. by Board Chairperson Mike McLain on the above date in the City Council Chambers of the City Hall Complex.

Board members present: Mike McLain, Kelly Busch, Alan Shafer and Paul Vandevender.

Board member absent due to vacancy

Others present: Greg Maggard; Zoning Administrator, Tim Myers; Code Compliance, Bob Hower, Tara Hower, Gabe Carroll and Michelle Crill.

Tara and Bob Hower took turns explaining that they would like to construct a 24' x 26' garage approximately 3 foot west of the West wall of their present residence extending West toward Division St approximately 20' beyond the current Creston Code of Ordinances requirement for set back.

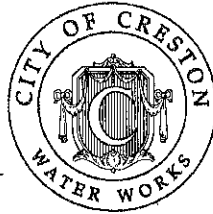
After due consideration Kelly Busch made a motion to accept which was seconded by Paul Vandevender and carried unanimously by all four board members, conditional to One Call locate which would clear any underground utilities.

Following the conclusion of agenda items Mayor Gabe Carroll questioned what the criteria was for approval and denial of variance requests. The same general questioning was brought up by Michelle Crill and was briefly discussed by the Board of Adjustment members.

Being no further business or discussion, the meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Tim Myers
Code Compliance Officer



CRESTON CITY

WATER WORKS

820 S. Park Street

Creston, Iowa 50801

Telephone: 641-782-5817

May 12, 2021

To: Creston City Council

From: Steve Guthrie, General Manger

Subject: Raw Waterline Easement

Overview: As part of our agreement with SIRWA, they will be taking over maintenance of the raw waterline from the 3 Mile Intake. The attached easement grants access to the raw waterline below the 12 Mile dam. It has been vetted by legal counsel and a resolution recommending approval has been provided.

Recommendation: The Creston Waterworks Board of Trustees recommends approval of the easement.

RESOLUTION NO. 2021- 01

RESOLUTION APPROVING AND RECOMMENDING EASEMENT TO THE
CRESTON CITY COUNCIL

WHEREAS, the City of Creston Water Works ("CCWW") and the Southern Iowa Rural Water Association ("SIRWA") are parties to Early Termination and Interim Water Purchase Agreement ("Agreement") approved by resolution of the CCWW Board of Trustees on March 10, 2020; and

WHEREAS, pursuant to section 3.4 the Agreement, CCWW is responsible for facilitating the acquisition of an easement by SIRWA for use and maintenance of the raw water line located in part on City property near CCWW's Twelve-Mile Reservoir treatment plant, which property is maintained by CCWW but titled in the name of the City pursuant to Iowa Code § 388.4; and

WHEREAS, SIRWA has prepared the necessary easement (attached hereto in three pages and entitled "Easement for Waterline"), which proposed instrument has been reviewed and revised by counsel for CCWW; and

WHEREAS, upon review and consideration of the attached easement, the Board of Trustees finds that it is in the best interest of CCWW to approve the easement and recommend the same to the Creston City Council for final approval and execution.

NOW, THEREFORE, be it resolved by the Board of Trustees for the City of Creston Water Works that the attached Easement for Waterline is approved by the Board and respectfully recommended to the Creston City Council for final approval and execution.

PASSED and APPROVED by the Board of Trustees for the City of Creston Water Works on this 11th day of May, 2021.

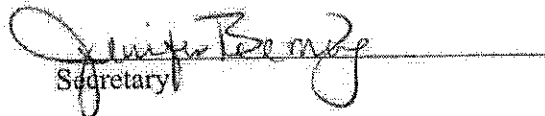

Chair

ATTEST:


Secretary

CERTIFICATION

I do hereby certify the above is a true and correct copy of Resolution No. 2021- 01 which was passed by the Board of Trustees for the City of Creston Water Works this 11th day of May, 2021.


Secretary

Preparer: AJ Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50261, Tel: 515.996.4045
Return To: The Law Shop by Skogerson McGinn LLC, P.O. Box 252, Van Meter, IA 50261
Grantor: City of Creston, 116 W. Adams St., P.O. Box 449, Creston, IA 50801
Grantee: Southern Iowa Rural Water Association, 1391 – 190th St., Creston, IA 50801

EASEMENT FOR WATERLINE

The City of Creston, Union County, Iowa (the "City"), does hereby grant and convey to Southern Iowa Rural Water Association, State of Iowa ("SIRWA"), its successors and assigns, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the City as paid by SIRWA, an affirmative and perpetual easement affecting and running with the following real estate owned by the City:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE HEREIN.

This easement is granted to SIRWA for the purpose of repairing, replacing, inspecting, and maintaining SIRWA's existing waterline within the above-described property. The area in which these rights may be exercised ("Easement Area") is limited as follows:

- SIRWA may exercise its waterline rights hereunder within a 100-foot tract within the above-described property, the centerline of which shall run with SIRWA's waterline existing as of the date of execution of this instrument.

The City and SIRWA shall both have the right of access to the Easement Area and all rights of ingress and egress reasonably necessary for the use and enjoyment of such area from the City's property adjacent thereto as herein described. Neither party shall construct improvements upon the Easement Area that would interfere with the other party's general and perpetual right of ingress and egress or right to use and enjoyment of the Easement Area. SIRWA may not permit any places of public assembly or gatherings within the Easement Area.

After any such time that SIRWA has been working on its waterline within the Easement Area, SIRWA shall restore the area in accordance with specifications of the improvement's original condition unless otherwise mutually agreed by the parties or otherwise required by law.

Except as may be caused by the negligent acts or omissions of SIRWA, its employees, agents or representatives, SIRWA shall not be liable for injury or property damage occurring in or to the easement area, the property abutting the easement area, nor for property damage or any improvements or obstructions thereon resulting from SIRWA's exercise of this easement.

This easement is for the benefit of SIRWA, its members, successors and assigns. This easement shall be deemed perpetual, shall run with the real estate described above, and shall be binding on the City, its successors and assigns. This easement shall not be binding until it has received final approval and acceptance by the Creston City Council as evidenced by the signatures of the Mayor and City Clerk below.

The City makes no claims, promises, or guarantees about its title to the easement area and no warranty of any kind, whether implied, expressed, or statutory, including but not limited to warranty of title, is given with respect to the City's ownership of the easement area. The risk, cost, and expense of a title failure shall rest with SIRWA. Moreover, SIRWA acknowledges and agrees that the easement area is accepted by SIRWA in its present condition as is, where is, and with all faults, and that no patent or latent physical conditions, whether or not known or discovered, shall affect the rights of either party hereto. To the best of the City's knowledge, there are no unrecorded encumbrances or transfers on the property that SIRWA has not been made aware of. However, the City has not inspected title or available records to confirm or warrant title.

Dated: _____, 2021

CITY OF CRESTON, UNION COUNTY, IOWA

By: _____,
_____, Mayor

ATTEST:

_____, City Clerk

STATE OF IOWA, COUNTY OF _____, ss:

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Creston, Union County, Iowa; that the foregoing instrument was signed on behalf of said City, by authority and resolution of its City Council; and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of the City, by them and by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT "A" LEGAL DESCRIPTIONS

The West Three-quarters ($W\frac{3}{4}$) of the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Twelve (12), Township Seventy-two (72) North, Range Thirty (30) West of the 5th P. M., Union County, Iowa; and the West Half of the Southwest Quarter of the Southeast Quarter ($W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$) of Section One (1), Township Seventy-two (72) North, Range Thirty (30) West of the 5th P. M., in Union County, Iowa; and that part of the East Half of the Southwest Quarter of the Southeast Quarter ($E\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$) of Section One (1), lying westerly of the following described line: Commencing at a point that is 10 rods west of the southeast corner of the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 1, thence in a northerly direction 30 rods, thence northwesterly to the northwest corner of the $NE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$ of Section 1, all in Township 72 North, Range 30 West of the 5th P. M., in Union County, Iowa. Said acquisitions contain 60.3 acres, more or less; AND

A tract of land in Section 12, Township 72 North, Range 30 West of the 5th P.M., Union County, Iowa, more particularly described as: Beginning at the $\frac{1}{4}$ corner of said Sec. 12, thence N $00^{\circ}57'30''$ W along the west line of the $NW\frac{1}{4}$ of said Sec. 12, a distance of 165.14' to an iron pin, said pin being the true point of beginning, thence N $00^{\circ}57'30''$ W along said west line of the $NW\frac{1}{4}$ of said Sec. 12 a distance of 1150.84' to an iron pin, said pin being the northwest corner of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Sec. 12, thence S $88^{\circ}55'30''$ E along the north line of the $S\frac{1}{2}$ of the $NW\frac{1}{4}$ a distance of 2620.40' to an iron pin, said pin being the northeast corner of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$, thence S $89^{\circ}40'00''$ E along the north line of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Sec. 12 a distance of 660.00' to an iron pin, thence S $00^{\circ}39'30''$ E a distance of 660.00' to an iron pin, thence N $89^{\circ}40'00''$ W a distance of 660.00' to an iron pin, said iron pin being in the west line of the $SW\frac{1}{4}NE\frac{1}{4}$ of said Sec. 12, thence N $00^{\circ}39'30''$ W along the west line of the $SW\frac{1}{4}NE\frac{1}{4}$ of said Sec. 12 a distance of 140.00' to an iron pin, thence N $88^{\circ}55'30''$ W a distance of 1733.63' to an iron pin, thence S $00^{\circ}05'10''$ E a distance of 934.89' to an iron pin, said pin being on the north right-of-way line of U.S. Highway No. 34, and said pin being on a circular curve with a radius of 5889.58', concave southerly, thence westerly a distance of 794.30' along said north R.O.W. line along a circular curve with a radius of 5889.58' concave southerly to a R.O.W. rail, said curve having a chord which bears N $88^{\circ}38'50''$ W and a distance of 793.70' thence N $06^{\circ}53'10''$ W along the East R.O.W. line of said R.O.W. of said Hwy. No. 34 a distance of 345.29' to a R.O.W. Rail, thence S $84^{\circ}38'30''$ W a distance of 38.67' to the true point of beginning, containing 60.00 acres subject to all recorded easements.

May 11, 2021

Dear Mayor Carroll & Creston City Council Members,

Please see the list of eight possible mottos below that was submitted to the public on Facebook to vote on as their favorite. This list of eight was reduced from the original 53 suggestions the Image Enhancement Committee of the Creston Chamber of Commerce received.

The favorite suggested motto by a WIDE margin was Creston: A Great Place to Explore on Highway 34. This proposed motto received 37 votes out of the 51 cast. There were a couple suggestions offered in the wording of this one i.e. – Creston: A Great Place to Explore on 34 and Creston: The Place to Explore on 34.

The following are the proposed mottos that were on Facebook for voting with their vote total in parenthesis.

- Creston: Where History, Creativity and Spirit are Alive (3)
- Creston: Elevated Living (1)
- Creston: City of High Lakes (0)
- Creston: Star between the Lakes (1)
- Creston: A place to explore on Highway 34 (37)
- Creston: Built on High Ground and Standards (0)
- Creston: Where trails of recreation meet tracks of creativity (5)
- Creston: Where People Make the Difference (4)

Once you have reached a decision on the motto, the Image Enhancement Committee will again seek logo ideas from the public and others and proceed with the same process that was used to determine the proposed mottos that you then can decide upon.

Thank you.

Ellen Gerharz
Executive Director

10,000 CRESTONIANS, INC.
July 4th Celebration
P. O. Box 471 - 641-782-7021
Creston, Iowa 50801

**REQUEST OF \$5500.00 FROM HOTEL/MOTEL MONEY FOR THE
2021 10,000 CRESTONIANS 4TH OF JULY CELEBRATION
"STAR SPANGLED SALUTE"**

DEAR MAYOR CARROLL & CRESTON CITY COUNCIL MEMBERS:

ON BEHALF OF THE 10,000 CRESTONIANS 4TH OF JULY COMMITTEE I AM REQUESTING \$5500.00 FROM HOTEL/MOTEL MONEY TO HELP WITH EXPENSES OF THE EVENT HELD JULY 1ST THROUGH JULY 4TH, 2021.

THE MONEY WILL BE USED TO COVER SOME OF THE EXPENSES INVOLVED WITH THE EVENT, INCLUDING THE COST OF FIREWORKS, BIKES, PARADE & TALENT SHOW PRIZES AND ADVERTISING.

THE 10,000 CRESTONIANS ARE EXCITED ON HOW MANY PEOPLE VISIT CRESTON OVER THE 4TH BECAUSE OF THE GREAT CELEBRATION THAT IS ORGANIZED. MOTELS ARE FULL AND FAMILIES COME TOGETHER TO CELEBRATE AN EVENT THAT HAS BECOME A TRADITION.

THANK YOU FOR YOUR PAST SUPPORT.

10,000 CRESTONIANS 4TH OF JULY CELEBRATION COMMITTEE.

ROGER NURNBERG
PRESIDENT

10,000 CRESTONIANS
P. O. BOX 471 208 W. TAYLOR
TELEPHONE 641-782-7021
CRESTON, IOWA 50801

**REQUESTED STREET CLOSINGS, PARADE PERMIT AND
OTHER REQUESTS FOR**

**THE 2021 10,000 CRESTONIANS 4TH OF JULY CELEBRATION
"STAR SPANGLED SALUTE"**

FLEA MARKET, SATURDAY & SUNDAY, JULY 3 & JULY 4, 2021:

MAPLE STREET FROM ADAMS TO MONTGOMERY FOR THE FLEA MARKET FROM 6:00 P.M. ON SATURDAY UNTIL SUNDAY AT 6:00 P.M. PLEASE CLOSE THE ALLEY AT MAPLE. MONTGOMERY STREET WILL BE OPEN.

PARADE LINE UP, SUNDAY, JULY 4, 2021:

CLOSE CHERRY FROM MONTGOMERY TO HOWARD, MILLS FROM PINE TO CEDAR FROM 10:30 A.M. UNTIL AFTER THE PARADE ABOUT 3:30 P.M. FOR THE PARADE LINE-UP.

PARADE PERMIT FOR:

SUNDAY, JULY 4, 2021, 1:00 P.M. START AT MILLS AND PINE, GOING SOUTH ON PINE TO MONTGOMERY, WEST ON MONTGOMERY TO DIVISION, THEN SOUTH ON DIVISION TO ADAMS, THEN EAST ON ADAMS TO WALNUT, NORTH TO MONTGOMERY AND EAST TO CHERRY TO DISBAND.

OTHER ROAD CLOSURES AND OTHER REQUESTS:

COULD WE PLEASE HAVE THE SPILLWAY ROAD CLOSED FROM THE EAST END OF THE DAM TO ADAMS STREET, FROM 7 A.M. TO MIDNIGHT JULY 4TH FOR THE FIREWORKS DISPLAY.

WE NEED TWO BARRICADES BY THE CABOOSE TO KEEP THE DRIVE OPEN FOR BNSF RAILWAY TO MOVE TO THE BACK OF THAT PROPERTY IF NEEDED.

WE ALSO NEED TWO BARRICADES AT THE DRIVE, IN THE PARK, TO GET TO THE BANDSHELL JULY 4, 2021.

COULD WE PLEASE HAVE BARRICADES SET UP BY 9:00 A.M. AT THE ABOVE MENTIONED LOCATIONS.

THANK YOU FOR YOUR HELP.

10,000 CRESTONIANS
ROGER NURNBERG
PRESIDENT

CITY OF CRESTON

FIREWORKS PERMIT APPLICATION

** Failure to complete all sections of the application and provide supporting documentation may result in a return or denial of your application. **

APPLICANT INFORMATION:

Name: ROGER NURNBERG
dba J+M DISPLAYS Date of Birth 1-31-1943
Applicant's Address: 1557 CHERRY ST RD CRESTON IA 50801
Street Address City, State & Zip Code
Daytime Telephone: 641-202-0016 Evening Telephone: SAME

APPLICATION INFORMATION (the display must be completed no later than 11:00 p.m.):

Property Owner's name where fireworks will be ignited: CITY OF CRESTON
Property Address where fireworks will be ignited: WEST SIDE MCKINLEY LAKE
Date fireworks will be ignited: 2-4-21 Time fireworks will be ignited: 09:30 & be over 10:00

Statement of Understanding (Initial by each item in acknowledgement)

- Mr 1) I am submitting this application at least 30 days in advance of shooting the fireworks.
Mr 2) I am the person who will be igniting the fireworks. A MEMBER OF SHOOTERS WILL
Mr 3) I am 18 years or older.
Mr 4) I will not ignite fireworks prior to the time listed above nor after the time listed above Except Test
Mr 5) I am aware that I cannot have any drug or alcohol convictions; or I am providing a copy of of up
my ATF license. WIND
Mr 6) I am aware that a background check may be conducted if an ATF license is not submitted. Rec'd
Mr 7) I am providing to the city a Certificate of Insurance showing the following minimum by Ins
insurance:
1. Bodily Injury and Property Damage: \$1,000,000.00
2. List "City of Creston" as an "Additional Insured"
Mr 8) I acknowledge that I am responsible to clean up the debris field of the fireworks by noon the
following day.

I affirm that all statements contained in the application and attachments are true and correct and that I, the permit holder, will ignite fireworks in compliance with all related ordinances and as otherwise directed by the City Council. I understand that failure to comply with regulations may result in revocation of the permit and/or issuance of a city complaint.

Applicant Signature Roger Nurnberg Date 5-12-21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No. Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Denali Insurance Company	
	INSURER B: Axis Surplus Ins Company	
	INSURER C: Everest Indemnity Insurance Co.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 686986044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			S18ML00060-211	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00033-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000063943-03	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			S18EX01313-211	1/15/2021	1/15/2022	Each Occ/ Aggregate Total Limits \$4,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATE: JULY 4, 2021

RAIN DATE: TBD

LOCATION OF EVENT MCKINLEY PARK

ADD'L INSURED: THE CITY OF CRESTON, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; 10,000 CRESTONIANS (SPONSOR)

CERTIFICATE HOLDER

CANCELLATION

10,000 Crestonians
208 West Cherry Street
Creston IA 50801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Director ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License Permit
Number
5-IA-175-50-8E-00120

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
May 1, 2018

Name
CRESTON SHOOTERS ASSOCIATION

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**1557 CHERRY STREET ROAD
CRESTON, IA 50801-**

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

CRESTON SHOOTERS ASSOCIATION
1557 CHERRY STREET ROAD
CRESTON, IA 50801-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Pre- Edition is Obsolete CRESTON SHOOTERS ASSOCIATION-1557 CHERRY STREET ROAD-50801-5-IA-175-50-8E-00120-May 1, 2018-50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **CRESTON SHOOTERS ASSOCIATION**

Business Name:

License/Permit Number: **5-IA-175-50-8E-00120**

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **May 1, 2018**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

April 27, 2021

Creston Shooters Association
1557 Cherry Street Road
Creston, IA 50801

901090: MBH/TAL
5400

File Number: 5-IA-00120

Premises Address: 1557 Cherry Street Road, Creston, IA 50801-

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to the Iowa Examiner Terry Lowe @ 304-616-4413.

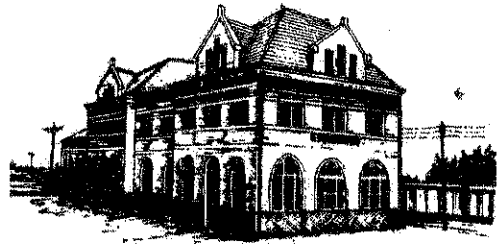
Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

To Whom it May Concern:

Application being made in accordance with the laws of the State of Iowa, permission is hereby granted to the *10,000 Crestonians* to have a supervised fireworks' display at McKinley Park in the City of Creston, in the County of Union, State of Iowa, to be shown on July 4, 2021, with a rain date to be decided if needed. The event is for the Annual Creston Fourth of July Celebration. The competent person authorized to conduct the display is Roger Nurnberg, a certified member in good-standing of the Creston Pyrotechnics Association, duly licensed by the United States Alcohol, Tobacco, Firearms and Explosives Agency under license number 5-IA-175-50-5E-00120 and J&M Displays, Inc., of 18064 170th Avenue, Yarmouth, Iowa.

The display will be conducted along the west shore of, and on the water of, Lake McKinley with ground set pieces, as well as aerial pyrotechnics up to eight-inch diameters. Our insurance provides \$10,000,000 liability with all members of our team covered by Workers Compensation. The display area will be secured for the day beginning at 7:00 a.m., July 4, 2021, through midnight July 4, 2021. The area will be re-inspected in daylight the following morning for any unburned debris.

This permit for a professionally-supervised display of fireworks is granted this 18th day of May, 2021.

Mayor, City of Creston

641-782-2000, ext. 201

PERMIT FOR DISPLAY OF FIREWORKS

The Wellmark Foundation Grant Agreement

This Wellmark Foundation Grant Agreement ("Agreement") is made by and between The Wellmark Foundation ("Foundation"), an Iowa nonprofit corporation, and the GRANTEE identified on the signature page (hereinafter, "Grantee").

RECITALS:

- A. Foundation qualifies as a private foundation under the Internal Revenue Code of 1986 as amended ("Code").
- B. The purpose of this Agreement is to set forth the terms and conditions under which the Foundation has awarded a grant to Grantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Article I Scope

This Agreement applies to the project described by Grantee in the 2021 Large MATCH grant application entitled "McKinley Park Aquatic Center - Phase I" ("**Grant Project**") submitted to the Foundation incorporated by this reference as a part of this Agreement. This Agreement does not apply to any other project or program of Grantee or the Foundation.

Article II Grant Award

The Foundation agrees to award Grantee the total of \$100,000.00 for the Grant Project to be paid in one (1) payment over the Grant Period defined in Article III at the discretion of the Foundation (\$100,000.00 overall award; \$100,000.00 full grant payment to be made on or about Sept. 10, 2021). The payment shall be made subsequent to the announcement of the award and execution of this Agreement.

All payments hereunder are subject to the terms and conditions of this Agreement and shall be used only for purposes specified in the Grant Project. Grant funds shall not be used to reimburse expenses incurred prior to the notification of award. Any funds not used by the end of the next calendar year following the end of the Grant Period shall be transferred back to the Foundation. The process and procedure for the transfer of unexpended funds will be done in accordance with instructions by the Foundation. An unfunded extension of the Grant Period may be granted in writing at the sole discretion of the Foundation.

Article III Grantee Responsibilities and Representations

Grantee shall perform all services and activities as described in the grant application submitted to the Foundation. Grantee shall comply with such procedures as the Foundation has established, from time to time, as requirements for the Grant Project award and as set forth in its notification of the award and/or posted on the Foundation website (www.wellmark.com/foundation), incorporated herein by reference and made a part of this Agreement. The "**Grant Period**" will be Sept. 10, 2021 through Dec. 31, 2023. Grantee agrees to submit written progress and budget reports to the Foundation every six months during the Grant Period (initial report due April 1, 2022) and a final report upon completion. Grantee agrees to include video or photographs as may be appropriate with the progress reports and agrees to submit other reports that the Foundation may reasonably request. Grantee agrees to permit the Foundation to visit the Grant Project and video or photograph the Grant Project.

In carrying out the Grant Project, Grantee shall comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party. At all times during the Grant Period, Grantee shall maintain its tax-exempt status under (and conduct its activities in accordance with) Section 501(c)(3) of the Code unless Grantee is a government entity.

Article IV Changes in Grant Project

Any changes in the Grant Project (including, without limitation, any changes in the services or activities described in the proposal materials or work plan) require the prior written approval of the Foundation. Failure to obtain prior approval may result in the suspension of the award payments or termination of this Agreement in accordance with Article XI.

Article V Changes in Key Personnel

Grantee shall provide notice to the Foundation of any changes in the key personnel performing services for the Grant Project. Such written notice shall include the individual's successor, title and contact information.

Article VI Records; Right to Examination and Audit

Grantee shall maintain adequate accounting records and other records related to the Grant Project. Grantee will permit the Foundation on-site visits and access to examine and audit all records and documents reasonably related to Grantee's obligations under this Agreement. Grantee agrees to ensure the cooperation of its employees, officers, directors and agents in such examination and audit. The Foundation will provide notice to Grantee prior to the performance of an examination and audit and arrange a mutually acceptable time for it.

Article VII Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment not in accordance with this Article VII shall be null and void.

Article VIII Publication by Foundation and Grantee; Rights to Data

The Foundation may include information about the Grant Project, including any videos or photographs, in its periodic public reports and may make such information available on the Wellmark.com/foundation website as part of press releases, public reports, presentations, newsletters, tax returns, and other public disclosures.

Grantee may publish the results of the Grant Project subject to the Foundation's prior review and comment. Any materials used by Grantee for the purpose of publicity pursuant to this Agreement shall display the Foundation's designated and approved logo in a manner acceptable to and approved by the Foundation.

In the event activities supported by this Agreement produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature (the term computer programs includes executable computer programs and supporting data in any form) (collectively, the "**Materials**"), the Foundation reserves the right to use, duplicate and disclose, in whole or in part, the Materials in any manner for any purpose whatsoever. Without limiting the foregoing, Grantee hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Materials in any manner for any purpose whatsoever.

Article IX Release of Information

Grantee agrees to provide to the Foundation, upon request, all written program records including, but not limited to, non-identifiable physician and client records, statistical information, board, administrative and financial records, including budget, accounting activities, financial statements and audits reasonably related to the Grant Project.

Article X Remedies for Breach

In the event Grantee violates or breaches the terms of this Agreement, the Foundation reserves all contractual and legal remedies that are available.

Upon notice, the Foundation may suspend this Agreement, in whole or in part, and withhold payment of funds or recoup awarded funds when the Grantee has failed to comply with the terms of this Agreement until a corrective action plan has been submitted and approved by the Foundation. Reasons for suspension of this Agreement may include, but are not limited to, the following:

- a. Delinquency in submitting required reports by established due dates.
- b. Failure to show satisfactory progress in achieving the objectives of the Grant Project or failure to meet the terms and conditions of this Agreement.
- c. Failure to provide adequate management of the Grant Project funds.
- d. Failure to obtain matching funding in the amount and time required in the award notification when such funding was a condition of the grant award.

A suspension shall be in effect until the Grantee has taken corrective action or given evidence satisfactory to the Foundation that corrective action will be taken or until this Agreement is terminated.

Costs incurred by the Grantee during the suspension period shall not be allowed under this Agreement unless expressly authorized in the notice of suspension. Necessary costs that the Grantee could not reasonably avoid during the suspension shall be allowed only if the Grantee had a prior obligation for these expenses.

Article XI Term and Termination

This Agreement shall commence upon the date of acceptance by the Foundation and shall terminate at the conclusion of the Grant Period. This Agreement may be terminated immediately upon notice (1) if circumstances beyond the control of the Foundation or the Grantee make continuation of this Agreement impossible, or (2) in the event of the Grantee's noncompliance with any term or condition, related rules, regulations or requests or the Grantee has proven unable to fulfill the work and services described in this Agreement.

In the event of such termination, the Grantee shall be reimbursed by the Foundation only for those costs allowable under the award for the Grant Project that are incurred prior to the termination date. Any unexpended funds shall be immediately returned to the Foundation unless otherwise agreed by the Foundation.

Article XII Notices

Any notice required to be given under this Agreement shall be in writing and deemed delivered when personally delivered, sent by a commercial overnight courier, sent by certified mail, return receipt requested, or transmitted by electronic means, to the address set forth on the signature page to this Agreement and the Grant Project.

**Article XIII
Nonwaiver and Invalidity**

Failure of either party to exercise any of such party's rights under this Agreement will not constitute a waiver of such rights in the future. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

**Article XIV
Section Headings and Interpretation**

The Section headings used in this Agreement have been inserted for convenience of reference only and shall not in any manner modify or restrict any of its terms or provisions. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

**Article XV
Entire Agreement and Amendments**

This Agreements and all attachments hereto constitute the entire Agreement between the parties with respect to the subject matter hereof and any prior agreements, understandings, representations and warranties, whether written or oral in regard to the subject matter hereof, are hereby superseded. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless such amendment is clearly identified as an amendment to this Agreement, made in writing and signed by authorized personnel of both parties.

**Article XVI
Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa without regard to conflict of laws principles.

**Article XVII
Limitation of Action**

No action, regardless of form, may be brought by either party on any claim arising out of this Agreement more than two years after the claim arose.

**Article XVIII
Indemnification**

The Grantee shall indemnify and hold Foundation harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by Foundation as a result of a breach of this Agreement by the Grantee or any tortious, unlawful or unauthorized acts or omissions by the Grantee,

**Article XIX
Consent to Jurisdiction**

Each of the parties hereby irrevocably submits to the exclusive jurisdiction of any United States District Court or Iowa District Court sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either of such courts. Each of the parties irrevocably waives any objection, including without limitation, any objection on the grounds of forum nonconveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. In addition, the parties agree that neither of them shall commence any action arising out of or relating to this Agreement in any court other than the United States District Court or the Iowa District Court sitting in Des Moines, Iowa.

**Article XX
Waiver of Jury Trial**

EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN DUPLICATE COUNTERPARTS, EACH BEING DEEMED AN ORIGINAL, AS OF THE DATE of execution set forth below.

Legal Name of Grantee

501(c)(3) Tax Identification Number

Street Address, City, State and Zip Code

Email address

Signed by

Printed name and title

Date of Execution by Grantee

The Wellmark Foundation
1331 Grand Avenue, Des Moines, Iowa 50309
WellmarkFoundation@Wellmark.com

Signed by

Printed name and title

Date of Execution by Grantee

Park and Recreation

Meeting Minutes

April 27, 2021

I. Call to order

John Kawa called to order the regular meeting of the Park and Recreation Board at 5:30pm on April 27, 2021 at the Restored Depot.

II. Roll call

John Kawa conducted a roll call. The following persons were present: John Kawa, Jane Brown, Gary Borcharding, Matt Levine, Samantha Baird, Todd Kinkade, and Mark Huff

III. Approval of minutes from last meeting

John Kawa read the minutes from the last meeting. The minutes were approved as read.

IV. Open issues

- a) The Board approved request from MPAC for liability insurance for fundraising events and renewal of the MPAC website .

Motion..Kawa. Second..Brown. All voted aye. Motion carried.

- b) The Board recommended the City Council approve the contract for Tony's Productions LLC for \$3000.00 for Party in the Park June 19th, 2021.

Motion... Kawa. Second... Brown. All voted aye. Motion carried.

- c) The Board discussed Party in the Park scheduled for June 19th, food and set up for the event were finalized to proceed forward with the planning.
- d) Kawa brought up to the Board about approaching the City Council to request approval for a bond referendum in the November general election for the Mckinley Lake dredging project.
- e) In other items, Kawa told the Board that consruction on the walking trail along the south side of Adams street in Mckinley Park will begin in the next couple weeks and that the request from SCIF was approved for the project.

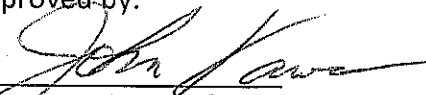
The next meeting is scheduled for May 11,2021.

The meeting adjourned at 6:50pm.

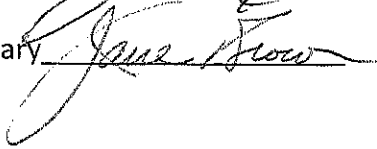
Minutes submitted by: Mark Huff

Minutes approved by:

Chairman

A handwritten signature in cursive script, appearing to read "John Kawa", written over a horizontal line.

Secretary

A handwritten signature in cursive script, appearing to read "Jane Brown", written over a horizontal line.